

REQUEST FOR PROPOSALS

ISSUE DATE: July 13, 2004

RFP #: FCT-05-002

TITLE: FAMILY VIOLENCE PREVENTION, TREATMENT AND PUBLIC AWARENESS PROJECTS

ISSUING AGENCY: Commonwealth of Virginia
Family and Children's Trust Fund (FACT)
Department of Social Services
7 North Eighth Street, VL
Richmond, VA 23219-1849

Location: Statewide

Period of Contract: January 1, 2005 through December 31, 2005

Sealed Proposals Will Be Received Until 5:00 P.M., Friday, August 13, 2004 For Furnishing The Services Described Herein. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED WITHOUT CONSIDERATION.** Send or hand-deliver all proposals directly to the issuing agency shown above. **DO NOT FAX OR EMAIL PROPOSALS.**

All Inquiries For Information Should Be Directed To:
Nan McKenney, FACT Executive Director
Phone: (804) 726-7604
E-Mail: familyandchildrens.trustfund@dss.virginia.gov

This solicitation is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions, the DGS/DPS Vendors Manual, and special terms and conditions as attached.

In Compliance With This Request For Proposals And To All Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

NAME AND ADDRESS OF ORGANIZATION:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____	Name: _____
_____ Zip Code	(Please Print)
FEI/FIN # _____	Title: _____
Facsimile # _____	Telephone # _____
E-Mail: _____	

Optional Pre-proposal Conference: An optional pre-proposal conference will be held Monday, July 26, 2004 at 10:00 A.M. at the Department of Social Services 7 North Eighth Street, Richmond VA 23219 in Vault Level Conference Room A. Refer to §IV, *Optional Pre-Proposal Conference*.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

FAMILY VIOLENCE PREVENTION, TREATMENT AND PUBLIC AWARENESS PROJECTS THE FAMILY AND CHILDREN'S TRUST FUND VIRGINIA DEPARTMENT OF SOCIAL SERVICES

SECTION 1 – PURPOSE

The purpose of this Request For Proposals by the Family and Children's Trust Fund Board of Trustees is to solicit proposals from public organizations, private non-profit agencies and/or community-based programs, including faith-based organizations to develop or enhance community efforts to prevent, treat or increase public awareness about all forms of family violence, including child abuse and neglect, adult abuse and neglect, domestic violence, sexual assault, teen dating violence and suicide.

SECTION 2 – BACKGROUND

The Family and Children's Trust Fund (FACT) was created in 1986 by the General Assembly. Its purpose is to provide for the support and development of services for the prevention and treatment of violence within families through public and private collaboration. See FACT's website: www.fact.state.va.us

FACT issues grants to organizations for family violence prevention, treatment and public awareness. Grants are awarded on a competitive basis throughout Virginia to allow local programs flexibility to develop services to meet the unique needs of their families.

FACT is administered by a Board of Trustees (Board) appointed by the Governor to serve four-year terms. The Department of Social Services provides administrative support and technical assistance to the Board to carry out its legislated mandate.

SECTION 3 – SCOPE OF SERVICES

The Family and Children's Trust Fund Board is soliciting proposals from public organizations, private non-profit agencies, and/or community-based programs, including faith-based organizations to establish or expand community services to prevent or treat family violence in all its forms, including child abuse and neglect, elder abuse and neglect, domestic violence, sexual assault, teen dating violence and suicide.

The proposed project must be culturally relevant and include services, activities and/or materials that reflect the cultural, linguistic, racial and ethnic diversity of the population to be served.

Eligible organizations are public organizations, private non-profit agencies and community-based programs, including faith-based organizations.

Organizations and agencies that are pending approval of the 501(c)3 status of the IRS code as of **August 13, 2004** are **not** eligible to apply.

Community-based program is defined as a non-governmental organization that provides services to individuals, families and communities at the grassroots/local level.

Organizations that are currently receiving FACT funding are eligible to apply.
The proposal may include, but is not limited to the following services or programs :

1. Direct services to family violence victims and their families;
2. Educational and/or support services to prevent or treat family violence;
3. Training to improve services or to enhance the development of community collaboration teams;
4. Activities in local communities to increase awareness of family violence issues and services;
and
5. Technology services that support local family violence programs or public awareness.

Applicants are encouraged, but not required, to collaborate with other community organizations to implement the proposed project.

Any materials produced under this contract must have **prior** approval of the Family and Children's Trust Fund Board, have a statement that the project was supported by the Commonwealth of Virginia and bear the Family and Children's Trust Fund name and logo.

The Family and Children's Trust Fund Board intends to distribute a total of \$200,000 through this Request for Proposals. The maximum award is \$10,000.

The contract period is for twelve months, January 1, 2005 – December 31, 2005.

SECTION 4 – PROPOSAL SUBMISSION AND PREPARATION INSTRUCTIONS

Proposal Submission: In order to be considered for selection, offerors must submit a complete response to the Request For Proposals. One original and five (5) copies of each proposal must be submitted to the Family and Children's Trust Fund Board. No other distribution of the Request For Proposals shall be made by the Offeror.

Mail or hand-deliver proposal and copies no later than **5:00 P.M., Friday, August 13, 2004** to:

Family and Children's Trust Fund
7 North Eighth Street, VL
Richmond, Virginia 23219

Proposal Preparation: An authorized representative of the offeror shall sign the proposal. Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the Request For Proposals.

All pages of the proposal should be numbered. Information that the offeror desires to present that does not fall within any of the requirements of the Request For Proposals should be attached at the end of the proposal.

Each copy of the proposal must be stapled in the upper left hand corner and include all attachments.

The proposal may be single or double-spaced using 12 point fonts, preferably Times New Roman or Arial.

Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the proposal requirements.

Questions concerning the Request For Proposals may be submitted in writing to Nan McKenney either by FAX (804)726-7015 or by E-mail at the following address: familyandchildrens.trustfund@dss.virginia.gov. until Noon, August 4, 2004.

Specific Proposal Preparation Instructions :

It is the intent of the Family and Children's Trust Fund Board that proposals be accurate and precise, but do not impose significant paperwork burdens on applicants. Proposals should be as thorough and detailed as possible so that the Family and Children's Trust Fund Board may properly evaluate the organization's capacity to provide the proposed services. Offerors are required to submit the following items as a complete proposal in the order listed below:

1. Request For Proposals cover sheet (Page 1 of this REQUEST FOR PROPOSALS) and all addenda acknowledgements, if any, signed and filled out as required;
2. Completed Project Summary Form (Attachment A);
3. Completed Project Description (Attachment B);
4. Completed Budget Summary (Attachment C);
5. Completed Activities/Outcomes Plan (Attachment D);
6. Completed W-9 – Request for Taxpayer Identification Numbers(s) and Certification (Attachment E);
7. Signed statement from applicant organization's fiscal officer certifying the agency has sufficient monies to cover project expenses as award funding is on a cost-reimbursable basis;
8. Copy of applicant organization's 501(c)3 letter from the IRS if applicable ; and
9. Signed memoranda of understanding with community partners if applicable.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held July 26, 2004 at 10:00 A.M. at the Virginia Department of Social Services, 7 North Eighth Street, Richmond, Virginia 23219 in Vault Level Conference Room A. A summary of questions and answers that are discussed at this meeting will be available after the pre-proposal conference. The purpose of this conference is to allow potential applicants an opportunity to present questions and obtain clarification relative to any facet of this Request For Proposals. Bring a copy of the Request For Proposals with you. Any changes resulting from this conference will be issued in a written addendum to the Request For Proposals. Attendance at this conference is not a prerequisite to submitting a proposal.

The closing date for receipt of applications under this Request for Proposals is 5:00 P.M., Friday, August 13, 2004. Late proposals will not be accepted. Faxed and/or emailed proposals will not be accepted. See cover for delivery address.

SECTION 5 – PROJECT SUMMARY

Complete Project Summary (Attachment A) by providing all requested information.

SECTION 6 – PROJECT DESCRIPTION

Complete Project Description (Attachment B) by answering all questions concisely and accurately. Include sufficient information about the proposed project and services; geographic area to be served;

number to be served; collaboration activities and partners if applicable; and expected outcomes and evaluation plan.

SECTION 7 – PROJECT BUDGET SUMMARY

Complete project budget summary (Attachment C). Total funding requested from FACT for the proposed project cannot exceed \$10,000.

Justification for each budget category means an explanation of how the cost was developed.

Total FACT Request means the amount for each budget category requested through this Request for Proposals.

Total Project Cost means costs associated with each budget category from all sources and includes both cash and in-kind funding.

Costs should be necessary and reasonable to carry out the proposed project. If funds are being requested for salaries, specify positions, pay rates, and any included employee benefits.

If applicant agency and/or partner organizations are providing cash or in-kind support to the proposed project, include that information in the justification explanation of the budget summary for each budget category.

Total line item cost for equipment shall not exceed \$2,500 and must be clearly required for the success of the project. Refer to *Section 13.L, Equipment of this Request for Proposals*.

Administrative costs must be specific to the project and justified by line item.

All budget adjustments during contract period that exceed \$500 require prior approval from the Family and Children's Trust Fund Board.

All funds will be awarded on a cost-reimbursable basis on a schedule to be determined by project deliverables.

SECTION 8 – ACTIVITIES/OUTCOMES PLAN

Complete Activities/Outcomes Plan (Attachment D) for the proposed project. Detailed instructions and guidance to complete this Plan are included in Attachment D.

SECTION 9 – OTHER ATTACHMENTS

All applicant agencies must include a completed W-9 Request for Taxpayer Identification Number(s) and Certificate (Attachment E).

All applicant agencies must provide a signed statement from the fiscal officer on agency letterhead certifying the agency has sufficient monies to cover proposed project expenses as the award is on a cost-reimbursable basis on a schedule to be determined by the proposed project deliverables.

If the applicant agency is a private non-private organization, a copy of the organization's 501(c)3 letter from the Internal Revenue Service must be attached to the proposal.

If applicable, the proposal must include signed memoranda of understanding from all partner organizations in the proposed project.

SECTION 10 – EVALUATION AND AWARD CRITERIA

A review committee consisting of members and staff of the Family and Children’s Trust Fund Board of Trustees shall review proposals and select projects to be funded based on the following criteria. To be considered for funding, proposals must meet the objectives of the Scope of Work and the general and specific requirements outlined in the Request For Proposals.

PROPOSAL EVALUATION CRITERIA

	<u>POINT VALUE</u>
Content Adequacy	10
<ul style="list-style-type: none"> ▪ Concise and complete; ▪ Realistic in scope; ▪ Reflects congruence among all proposal components; ▪ Provides rationale for services to be funded; ▪ Completed W-9 Form included (Attachment E); ▪ Statement from Fiscal Officer included; ▪ 501(c)3 letter attached to Proposal if applicable; and ▪ Signed Memoranda of Understanding included if applicable 	
Project Summary Form (Attachment A)	5
<ul style="list-style-type: none"> ▪ Complete and accurate; and ▪ Congruent with other proposal elements. 	
Project Description (Attachment B)	35
<ul style="list-style-type: none"> ▪ Complete and accurate; ▪ Describes proposed project - services, activities and materials; ▪ Identifies geographic area to be served; ▪ Identifies target population and numbers to be served; ▪ Documents need for proposed project; ▪ Describes community collaboration for proposed project if applicable; and ▪ Identifies outcomes of the proposed project and a project evaluation. 	
Budget Summary (Attachment C)	20
<ul style="list-style-type: none"> ▪ Complete and accurate; ▪ Justifies all proposed project costs; and ▪ Costs consistent with proposed activities. 	
Activities/Outcomes Plan (Attachment D)	30
<ul style="list-style-type: none"> ▪ Sets achievable goals and strategies; ▪ Outcomes are measurable; ▪ Complete and accurate; and ▪ Congruent with Project Description (Attachment B). 	

Each proposal meeting the specified guidelines will receive full consideration. Consideration will also be given to funding programs in rural and/or underserved areas of Virginia and to new and innovative

community-based collaborations serving victims of family violence. The FACT Board will notify all applicants of the final decision.

Selection shall be made of all applicants deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request For Proposals. Negotiations shall be conducted with selected applicants. The Family and Children's Trust Fund Board may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. The contract document will incorporate the Request For Proposals, the award notice, and by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

SECTION 11 – METHOD OF PAYMENT

The contract period will be twelve months, January 1, 2005 – December 31, 2005. Payment will be on a cost-reimbursable basis.

Payment schedule will be determined by the proposed project deliverables and made upon receipt of invoices detailing the requested reimbursed costs and a project status report.

Final payment will be made upon receipt of a final project report and invoice. All reports must be submitted no later than January 31, 2006.

SECTION 12– GENERAL TERMS AND CONDITIONS

- A. Vendors Manual: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and all revisions thereto, which are hereby incorporated into this contract in their entirety. A PDF version of the Manual is available on-line through the Department of General Services, Division of Purchases and Supply at: www.dgs.state.va.us. Then, depress the buttons for "DPS" and "Manuals."
- B. Applicable Laws and Courts: This solicitation, and any resulting contract, shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. Anti-Discrimination: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, the contractor will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that these provisions will be binding upon each subcontractor or vendor.

D. Ethics in Public Contracting: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud, and that: 1) they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and 2) they have not conferred on any public employee with official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986: By submitting their proposals, Offerors certify that, during the performance of this contract, they do not and will not employ illegal alien workers, and they will not otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. Mandatory Use of State Form, and Terms and Conditions: Failure to submit a proposal on the official state form provided for that purpose may be cause for rejection of the proposal.

Modification of, or additions to, the General Terms and Conditions of this solicitation may be cause for rejection of the proposal. The Commonwealth reserves the right, however, to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms: If any prospective Offeror has questions about the specifications or any documents pertaining to this solicitation, the Offeror should contact the Contract Officer whose name appears on the face of the solicitation, no later than five (5) workdays before the due date. Any revisions to this solicitation will be made by Addendum only and issued by the Contract Officer.

J. Payment

1. To Prime Contractor:

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; and either the social security number for individual contractors, or federal employer identification number for proprietorships, partnerships, and corporations.
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after receipt of invoice or delivery, whichever occurs last. This condition shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order to be paid with public funds shall be billed by the Contractor at the contract price, regardless of which public agency is billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- b. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (§ 11-69 *Code of Virginia*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth, for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s) in writing of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month, unless otherwise provided under the terms of the contract, on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2, a, 2 above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. Finally, a Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. Precedence of Terms: Paragraphs A-J of the General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualifications of Offerors: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the capability of the Offeror to perform the services or furnish the goods. The Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award, to satisfy questions regarding the Offeror's capability. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and provide the services or furnish the goods contemplated therein.

M. Testing and Inspection: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. Changes to the Contract: Changes to the contract can be made in any of the following ways:

- 1. The parties may agree in writing to modify the Statement of Needs, within the general scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
- 2. DSS may order changes within the general scope of the contract at any time, by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of

delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DSS a credit for any corresponding savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties, in writing;
- b. By the Contractor accounting for the number of units of work performed, based upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units. The number of units of work performed is subject to the right of DSS to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used to determine a decrease in price as the result of savings realized. The Contractor shall present DSS with all vouchers and records of expenses incurred and savings realized. DSS shall have the right to audit the records of the Contractor, as it deems necessary, to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DSS within thirty (30) days from the date of receipt of the written order from the DSS.

If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in contract price or time for performance shall be resolved in accord with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accord with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor the dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DSS, or with the performance of the contract generally.

P. Default: In case of failure to deliver goods or services in accord with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

Q. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that, if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractors will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverage and Limits Required

1. Worker's Compensation - Statutory requirements and benefits
2. Employer's Liability - \$100,000
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

R. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the bulletin board located in the lobby of 7 North Eighth Street, Richmond, Virginia 23219 for a minimum of ten (10) days. The notice will also be posted on the eVA Web Site: www.eva.state.va.us.

S. Drug-Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

T. Nondiscrimination of Contractors: A Bidder, Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services or disbursements from an alternative provider.

U. EVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network Registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic e-mail or fax notification of solicitations and amendments and ability to research historical procurement data, as they become available.

SECTION 13 – SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

Any Contractor that expends \$300,000 or more in combined federal funding is required at its expense to have an independent contract audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. Three copies of the audit report will be sent to the Commonwealth within thirty days after receipt of the report by the institution or agency.

B. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

C. CANCELLATION OF CONTRACT: The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. SMOKE FREE ENVIRONMENT: By signing this contract, the Contractor certifies to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the

provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders) which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

E. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, The Contractor is encouraged to offer such business to minority and/or women owned business. Names of firms may be available from the Commonwealth and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

F. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

G. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

H. CONTRACTOR AS INDEPENDENT CONTRACTOR: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.

I. CONFIDENTIALITY: Any information obtained by the Contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.

J. CONTRACTOR PERFORMANCE: The Commonwealth may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Commonwealth. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contracts awards and negotiations.

K. OWNERSHIP OF MATERIAL: Ownership of all data, material, reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall belong exclusively to the Commonwealth and be subject to public

inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The Contractor shall not use, willingly allow or cause to have used such materials for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the Commonwealth. **Any materials produced under this contract must have prior approval of the Family and Children's Trust Fund Board, have a statement that the project was supported by the Commonwealth and bear the Family and Children's Trust Fund name and logo.**

L. EQUIPMENT: Total requests for equipment costs in excess of \$2,500 are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget and shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract the Commonwealth of Virginia or any of its agents.